

महोदय,

उपर्युक्त यू०के०/भारत क्षेत्रीय अनुदान 1977 के लिए यू०के० से का आयात करने के सम्बन्ध में हम निम्नलिखित विवरण भेजते हैं, जिससे आप हमें हमारे बैंकों के माध्यम से आपके द्वारा मनोनीत यू०के० बैंक में साख-पत्र खोलने के लिए प्राधिकरण जारी करने में समर्थ हो सकें:—

(क) आयात लाइसेंस का विवरण:

- (1) पूरी सं० एवं विनांक मूल्य (रुपए) तिथि जिस तक वैध है
- (ख) लाइसेंस का स्टालिंग में मूल्य:
(लाइसेंस प्राधिकारी द्वारा आयात लाइसेंस में संकेतिक विनिमय दर पर गणना की गयी)
- (ग) पहले से ही दिए गए आदेशों का क्रमिक स्टालिंग मूल्य जिसके लिए प्राधिकार-पत्र प्राप्त किए गए हैं (प्राधिकार पत्र की सं० एवं स्टालिंग मूल्य को वशनि वाला एक विवरण संलग्न किया जाना चाहिए)
- (घ) यू०के० सम्भरक/सम्भरकों का नाम और पता बताते हुए दिए गए आदेश का स्टालिंग मूल्य जिसके लिए प्राधिकरण की जरूरत है और प्रत्येक सम्भरक के लिए (दिए गए आदेश और उसके लिए यू०के० सम्भरक की स्वीकृति की प्रति संलग्न की जाती है) धलन-अलग अलग प्राधिकरण की धनराशि/धनराशियाँ ।
- (ङ) सम्बद्ध यू०के० बैंक का नाम जिसमें साख-पत्र संस्थापित किया जाना है ।
- (च) उस भारतीय बैंक का नाम जिसने बैंक गारंटी भेजी है और जो उन मामलों में साख-पत्र खोलेगा जिनमें इस सार्वजनिक सूचना का खण्ड 3(ख) लागू होता है ।
- (छ) उन मामलों में जहाँ बैंक गारंटी की आवश्यकता नहीं है तो उस भारतीय बैंक का नाम जो प्राधिकार-पत्र खोलेगा ।

..... द्वारा भेजी गयी बैंक गारंटी जो स्टाम्प अधिनियम, 1899 की धारा 31 (बैंक का नाम)

की व्यवस्थाओं के अनुसार समाहर्ता द्वारा विधिवत् न्याय निर्णित की गयी है, संलग्न है ।

टिप्पणी: खण्ड 3(क) के अन्तर्गत आने वाले मामलों में मद (च) लागू नहीं है ।

लाइसेंसधारी के हस्ताक्षर एवं पूरा पता

अनुबन्ध 4

बैंक गारंटी का प्रपत्र

सेवा में,

भारत के राष्ट्रपति,
द्वारा सचिव, भारत सरकार,
वित्त मंत्रालय,
प्रथम कार्य विभाग,
नई दिल्ली-1

भारत के राष्ट्रपति के हेतु जिन्हें आगे "सरकार" कहा गया है निम्नलिखित द्वारा आयात किए जाने वाले माल की कीमत का विदेशी मुद्रा में भुगतान की व्यवस्था करने के लिए सहमत होते हुए:—

1. * (1) फर्म का नाम
- (2) तथा किस्म जिसके अधीन
- (3) व्यक्ति/भागीदार काम कर रहा है
(नाम और पता)

* सर्वश्री एक कम्पनी जिसका पंजीकृत कार्यालय में है जिन्हें आगे रुपये

के लिए प्रदान किए गए आयात लाइसेंस संख्या दिनांक के अन्तर्गत "आयातक" कहा गया है, हम एतद्वारा गारंटी देते हैं कि रिजर्व बैंक ऑफ इण्डिया, नई दिल्ली, स्टेट बैंक ऑफ इण्डिया, तीस हजारी शाखा, दिल्ली में सरकार के खाते में या स्टेट बैंक ऑफ इण्डिया तीस हजारी शाखा दिल्ली के नाम दर्शनी छुण्डी जो उक्त तीस हजारी शाखा को (केन्द्रीय सरकार के लेखे में क्रेडिट के लिए) अग्रसारित की जाती है, के द्वारा निम्नलिखित धनराशि जमा करने की व्यवस्था करेंगे:—

- (1) वित्त मंत्रालय द्वारा जारी किए गए साख-पत्र प्राधिकरण के अधीन यू०के० बैंकों द्वारा स्टालिंग में किए गए भुगतानों को प्रवर्धित करते हुए बीजक के मूल्य के बराबर रूपयों के भुगतान की सूचना और लघान वस्तावेजों की यू०के० बैंकों से प्राप्ति के सात दिनों के भीतर मुख्य नियंत्रक, आयात-निर्यात द्वारा निर्धारित की गई मुद्रा विनिमय की मिश्रित दर पर धनराशि बेखिए सार्वजनिक सूचना संख्या 108 आई० टी० सी०/(पी एन)/72 दिनांक 21 जुलाई, 1972 और 8 आई० टी० सी०/(पी एन)/76 दिनांक 17-1-76 के साथ पढ़ी जाने वाली सार्वजनिक सूचना संख्या 15 आई० टी० सी०/(पी एन)/72 दिनांक 28-1-72 और जो विदेशी मुद्रा के प्राधिकृत व्यापारियों को समय-समय पर अनुवर्ती सार्वजनिक सूचना या रिजर्व बैंक ऑफ इण्डिया द्वारा समय-समय पर अधिसूचित की जाए और उक्त धनराशि पर यू०के० सम्भरकों को भुगतान करने की तिथि से समतुल्य रूपया भुगतान करने की तिथि तक (दोनों दिन सम्मिलित हैं) जैसा कि सार्वजनिक सूचना सं० 46-आई० टी० सी०/(पी एन)/76 दिनांक 16-6-76 में अधिसूचित किया गया है की अवधि के लिए प्रथम 30 दिनों के लिए 9% प्रतिवर्ष की दर से और 30 दिनों से अधिक अवधि के लिए 15% वार्षिक की दर से व्याज और बैंक प्रभार ।
- (2) ऐसी अतिरिक्त धनराशि जो कि सेवा प्रभार के लिए वेय होने पर सरकार द्वारा मांगी जा सकती है, मांगी जाने के 7 दिनों के भीतर ।

2. आयातकों द्वारा उपर्युक्त भुगतान करने में असफल रहने पर लापरवाही करने की स्थिति में हम रुपये से अधिक न हो (और उस सरकार को उसके द्वारा मांग करने पर ऐसी धनराशि जो रुपये से अधिक न हो (और उस

पर उपर्युक्तानुसार व्याज तथा सेवा प्रभार हों) बिना किसी आपत्ति के चुकाने का वचन लेते हैं और आयातकों की ओर से ऐसी असफलता या सापेक्षवादी के सम्बन्ध में और हमारे द्वारा सरकार को वेय धनराशि के सम्बन्ध में सरकार का निर्णय हमारे लिए अन्तिम और अनिवार्य होगा।

3. हम, सहमत हैं और वचन लेते हैं कि जब तक यथा पूर्वोक्त तुल्य रूपया या कोई अन्य वेय धनराशि जो सरकार द्वारा मांगी जाए, सरकार के खाते में जमा नहीं कर दी जाती तब तक आयातकों को पोत परिवहन दस्तावेज रिहा नहीं किए जाएंगे।

4. हम, सहमत हैं और वचन लेते हैं कि इस गारन्टी को इसके लागू होने के दौरान सरकार को लिखित रूप में पूर्व सहमति के बिना रद्द नहीं करेंगे।

5. हममें निहित गारन्टी, आयातकों अथवा हमारी संस्था के संविधान में होने वाले किसी भी परिवर्तन से प्रभावित नहीं होगी।

6. सरकार को इस गारन्टी को प्रभावित किए बिना उपर्युक्त निदिष्ट आयात लाइसेंस की शर्तों में कोई परिवर्तन करने या समय-समय पर आयातकों द्वारा भुगतान करने की अवधि में वृद्धि करने या इसके द्वारा किसी समय तथा समय-समय पर आयातकों के प्रति प्रयोग किए जाने वाले अधिकारों को स्थगित करने की पूर्ण स्वतन्त्रता होगी और इस गारन्टी में पूर्वोक्त धनराशि के सन्वर्ध में सरकार द्वारा कोई भी अधिकार प्रयोग करने की स्वतन्त्रता के कारण अथवा आयातकों को दिए जाने वाले समय में परिवर्तन या वृद्धि के कारण अथवा सरकार की ओर से किसी प्रतिबन्ध अधिनियम या छूट अथवा सरकार द्वारा आयातकों पर किसी प्रकार की क्षमा अथवा कोई भी माल या वस्तु, जो कि कानून के अनुसार प्रतिभूतियों से सम्बद्ध हो इस परन्तुक के लिए, हमारे (बैंक का नाम) वायिक्तों पर कोई प्रभाव डाले बिना हमें हमारे दायित्व से मुक्त नहीं करेगा।

इस गारन्टी के अन्तर्गत हमारा दायित्व रुपये (जमा या पूर्वोक्त व्याज तथा सेवा प्रभार) तक प्रतिबन्धित है और यह तिथि** मास 197 तक लागू रहेगा। हम ऐसे अतिरिक्त निक्षेप करने का भी वचन लेते हैं जो कि मुख्य नियंत्रक, आयात-निर्यात की सार्वजनिक सूचना सन्ध्या 108 आई० टी० सी० (पी एन)/72 दिनांक 21 जुलाई, 1972 के साथ पड़ी जाने वाली सार्वजनिक सूचना सं० 15 आई० टी० सी० (पी एन)/72 दिनांक 28 जनवरी, 1972 की शर्तों के अनुसार या समय-समय पर अधिसूचित सार्वजनिक सूचना के अनुसार आवश्यक हों। इस तिथि से 6 महीनों के भीतर इस बाण्ड/गारन्टी के अधीन लिखित रूप से दत्ते हो जाने के बाद और अगले 6 महीनों के भीतर इन दायों के लागू करने के लिए आवेदन या कार्रवाई हो जाने के बाद अर्थात् तक इस गारन्टी के अधीन सरकार के सर्व अधिकार समाप्त हो जायेंगे और इसमें निहित सभी उत्तरदायित्वों से हमें छुटकारा और मुक्ति मिल जायेगी।

अवधीय

स्थान:

बैंक के प्राधिकृत अधिकारी के हस्ताक्षर और

दिनांक:

बैंक का पूरा पता

(बैंक गारन्टी एक व्यापकेतर स्टाम्प पेपर पर निष्पादित की जानी है, स्टाम्प का मूल्य भारतीय स्टाम्प अधिनियम, 1899 की धारा, 21 की शर्त के अनुसार समाहर्ता द्वारा निर्णीत की जाएगी।)

* जो लागू न हो उसे काट दें।

** जिस तिथि तक सभी भुगतान पूर्ण हो जाने की आशा है उस तिथि में। मास जोड़ कर यह तिथि मिली जाएगी।

अनुबन्ध 5

विषय प्रत्यय

यू०के०/भारत क्षेत्रीय अनुदान 1977

भुगतान प्रमाण-पत्र

में एतद्द्वारा प्रमाणित करता हूँ कि:

(1) नीचे सूचीबद्ध किए गए बीजक में उल्लिखित भुगतान, वह या उसकी प्रतियां इस भुगतान प्रमाण-पत्र के साथ लगी हैं, बाकी हैं या नीचे लिखे गए संविदाकर्ता और खरीददार के बीच संविदा संख्या तारीख के सम्बन्ध में बाकी पूरे किए जाने वाले हैं, और संविदा प्रमाण-पत्र के अन्तर्गत अधिसूचित इस संविदा के विवरण के अनुसार हैं जो तारीख को उक्त संविदाकर्ता के नाम पर हस्ताक्षरित है।

संविदा के बीजक की संख्या	तारीख	धनराशि पीछ	माल कार्य और/या सेवाओं का संक्षिप्त विवरण
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(2) कण्डिका 1 में जो धनराशियां विशिष्टकृत की गयी हैं ये संविदा प्रमाण-पत्र की कण्डिका 6, 7 अथवा 8 में बताई गयी के लिए किसी अनिश्चित विदेशी वस्तु को शामिल नहीं करती है।

(3) नीचे लिखे संविदाकर्ता के नाम पर इस प्रमाण-पत्र पर हस्ताक्षर करने का मुझे अधिकार है।

हस्ताक्षर

पक्ष जिस पर वह है

के लिए और नाम पर

संविदाकर्ता का नाम और पता

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तारीख

टिप्पणी :- इस घोषणा के लिए यू०के०, जेनरल आफ आइलैंड और आइलैंड आफ मैन को शामिल करता है।

अनुबन्ध 6

बैंक गारन्टी मुक्त कराने के लिए आवेदन पत्र का प्रपत्र

परिचय प्रत्यय-----

मेरा में,

सहायता लेखा तथा लेखा परीक्षा, नियंत्रक,
वित्त मंत्रालय,
आर्थिक कार्य विभाग,
यूनाइटेड कमिश्नियल बैंक बिल्डिंग,
पातियामेंट स्ट्रीट,
नई दिल्ली ।

महोदय,

हम गारन्टी सं० दिनांक धनराशि रु० के अधीन अपने उत्तरदायित्व का पालन करने में हमारे द्वारा जमा किए गए रु० की विस्तृत जानकारी इस आवेदन के साथ नीचे प्रस्तुत कर रहे हैं कि वह बैंक गारन्टी मुक्त की जाए और हमें लौटा दी जाए:—

1. आयातक/लाइसेंसधारी जिसकी ओर से गारन्टी प्रस्तुत की गई थी, का नाम और पूरा पता
2. आयात लाइसेंस संख्या, दिनांक, मूल्य और उसके अधीन आयात के लिए अनुमिit ण्य वस्तुओं का संक्षिप्त विवरण
3. साख-पत्र खोलने के लिए वित्त मंत्रालय से प्राप्त किए गए प्राधिकरण (णों) के व्योरे:—
 - (क) पत्र संख्या और दिनांक
 - (ख) प्राधिकरण की धनराशि
 - (ग) यू०के० अनुदान
4. आयातों और जमा किए गए रुपए के व्योरे (प्रत्येक साख-पत्र प्राधिकरण के लिए अलग-अलग दियेजाने हैं)
 - (क) खोले गए साख पत्र के व्योरे (संख्या, दिनांक, मूल्य और संभरक का नाम)
 - (ख) प्रत्येक साख पत्र से संबंधित बीजक की संख्या और दिनांक
 - (ग) स्टलिंग में बीजक की धनराशि (वास्तविक)
 - (घ) जमा किए गए रुपए की धनराशि
 - (ङ) संबंधित चालान संख्या और दिनांक और राजकोष/बैंक का नाम
 - (च) यदि डिमांड ड्राफ्ट द्वारा है तो डिमांड ड्राफ्ट की संख्या और दिनांक और जिसके साथ डिमांड ड्राफ्ट स्टेट बैंक आफ इंडिया को भेजा गया था उसकी संख्या और दिनांक ।
5. प्रत्येक साख-पत्र प्राधिकरण में उपयोग की गई और उपयोग न की गयी, शेष धनराशि (स्टलिंग)
2. हम प्रमाणित करते हैं कि :—
 - (1) वित्त मंत्रालय द्वारा दिए गए प्राधिकरण (णों) में उपलब्ध पॉड की शेष धनराशि उपयोग नहीं की गई है । उपयोग नहीं की जाएगी ।

अथवा

प्राधिकरण पत्र(णों) के आधार पर खोला गया साख-पत्र बिना उपयोग किए समाप्त हो गया ।

और

(2) विषयाधीन गारन्टी के अधीन हमारे दायित्व विधिवत पूरे हो गए हैं ।

3. हम अनुरोध करते हैं कि बैंक गारन्टी रूपया मुक्त की जाए और रद्द करने के लिए हमें लौटा दी जाए ।

भवदीय,

बैंक की ओर से प्राधिकृत एजेंट

*जो भी लागू हो ।

अनुबन्ध 7

(उपयोग किए जाने वाली रिपोर्ट का प्रपत्र)

यू०के०/भारत क्षेत्रीय अनुदान, 1977

परिचय प्रत्यय

1. प्रत्येक तिमाही अर्थात्

अप्रैल—जून

जुलाई—सितम्बर

अक्तूबर—दिसम्बर

जनवरी—मार्च

के लिए तिमाही समाप्ति होने के बाद के महीने के 15 तारीख तक भेजी जानी है ।

2. प्रत्येक लाइसेंस के संबंध में रिपोर्ट भेजी जानी है। (रुपए एवं पौंड दोनों में)

1. आयातक (लाइसेंसधारी) का नाम
2. आयात लाइसेंस की पूर्ण सं० एवं दिनांक
3. आयात लाइसेंस का मूल्य
4. उक्त लाइसेंस के मद्दे दिए गए पक्के आदेशों की तारीख तथा मूल्य और शेष आदेश देने की स्थिति।
5. क्या लाइसेंस शर्तों में सम्बद्ध निर्धारण के अनुसार संविदा दस्तावेज सहायता लेखा एवं लेखा परीक्षा नियंत्रक को भेजे गए हैं। (पत्र भाषि की संख्या एवं दिनांक दिया जाना है)।
6. यू०के० संभरकों के नाम में खोले गए साख-पत्र के मूल्य के व्योरे
7. भुगतानों की स्थिति

(क) किए गए वास्तविक भुगतान

(1) अक्टूबर 77—दिसम्बर 77

(2) जनवरी 78—मार्च 78 और इसी तरह

(ख) किए जाने वाले भुगतानों का अनुमान

(1) अप्रैल 78—जून '78

(7) जुलाई 78—सितम्बर '78

(3) अक्टूबर 78—दिसम्बर '78

(4) जनवरी 79—मार्च 79 और इसी तरह

8. लाइसेंस के ऐसे भाग का संकेत करें जो आदेश में शामिल नहीं किया गया है और उसे अभ्यर्पण कर दिया गया है।

हस्ताक्षर.....

पता.....

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अनुबन्ध 8

यू०के०/भारत क्षेत्रीय अनुदान 1977 के अंतर्गत यू०के० से आयात के संबंध में संभरक/पोतवाणिक/बीमाकर्ता द्वारा (अल्पवितरण अति इत्यादि के लिए दावे का निपटारा करने के लिए) प्राप्त धन-वापसियों के विस्तृत व्योरे को दर्शाते हुए की रिपोर्ट।

परिचय प्रत्यय संख्या.....

(पौंड स्टैलिंग में केवल निपटाए गए दावों के लिए)

1. आयात करने वाली फर्म का नाम
2. यू०के० साख के व्योरे
3. आयात लाइसेंस की संख्या और दिनांक
4. आयात लाइसेंस का मूल्य
5. प्राप्त धन-वापसी की राशि
6. धन-वापसी किस प्रकार की थी (संक्षिप्त व्योरा दें)।
7. सम्बद्ध दस्तावेज जिसके अंतर्गत यू०के० संभरकों को प्रारम्भिक भुगतान किए गए थे उनका संदर्भ विस मंत्रालय को दस्तावेज प्रेषित करते हुए भारतीय बैंक पत्र संख्या और दिनांक के संदर्भ का संकेत करें।
8. क्या प्राप्त की गई धन-वापसियों माल के अदला-बदली के लिए प्रयोग की जानी है या नहीं, यदि नहीं तो पुष्टि करें कि राशि वास्तव में प्राप्त कर ली गई है। उसे रुपये में भुना लिया गया है।
9. टिप्पणी

आयात करने वाली फर्म के प्राधिकारी अधिकारी के हस्ताक्षर

[मिसिल संख्या आई०पी०सी०/39/16/77 से जारी]

का० वें० शेषाद्रि, मुख्य नियंत्रक आयात-निर्यात

MINISTRY OF COMMERCE

(Import Trade Control)

New Delhi, the 21st January, 1978

Subject : Schedule of conditions relating to the issue of licences for imports under the UK/India Sectoral Grant, 1977.

Public Notice No. 7-ITC(PN)/78/File No. IPC/39/16/77.—The terms and conditions governing the issuance of import licences under the UK/India Sectoral Grant, 1977 as given in Appendix to this Public Notice are notified for information.

Appendix

Licensing conditions for the UK/India Sectoral Grant 1977, dated 27-1-1977.

I. GENERAL

1. The import licence will bear the superscription "UK/India Sectoral Grant 1977". In addition to the licence number and the licence code with "R/KS" or "S/KS", as suffixed, it will bear the allocation number, known as the Identification Suffix the symbol "SEC" indicating the Sectoral Grant; followed by a letter "A" which stands for the Power Sector for which the Grant is intended, followed by a number indicating the year in which the allocation is made, and followed by an allocation number :—

for example

SEC/A/72/14(GOI)

i.e. Sectoral Grant/Power/Year/Allocation number.

(b) In the case of allocations made with the prior approval of the British Government, the symbol "(GOI)" will not appear in the identification suffix, as is evident from the following example :

"SEC/A/72/14.

(c) One allocation—Multiple licences.—When there is more than one import licence against an allocation, the licensing authorities will ensure, at the time of issue of the import licence that each licence pertaining to an allocation, will bear a further identification mark, for example :

(i) SEC/A/72/14(GOI)/1 (first licence)

(ii) SEC/A/72/14(GOI)/2 (second licence)

i.e. Sectoral Grant/Power/Year/Allocation number/Serial number of licence.

(d) One licence—Multiple contracts.—When there is more than one purchase order/contract against an import licence, it is the responsibility of the licensee to ensure that each purchase order/contract under that import licence is given a further identification mark i.e. (1), (2) etc. In brackets after the identification mark for the licence.

for example : for contracts against SEC/A/72/14(GOI)/1(1)
the first import licence
issued against the SEC/A/72/14(GOI)/1(2)
allocation.

i.e. Sectoral Grant/Power/Year/Allocation number/Serial number of import licence (serial number of the Purchase order).

Similarly for the contracts against the second import licence issued against an allocation, it will be—

SEC/A/72/14(GOI)/2(1)

SEC/A/72/14(GOI)/2(2)

Note :—The identification suffixes indicated above or any where in these conditions are only illustrative to enable the licensing authority and the licensee to understand the procedure and are not to be used. The actual identification suffix will be indicated by the Ministry of Finance, Department of Economic Affairs, in respect of each and every allocation to be inscribed by the licensing authority on the import licence at the time of its issue.

VALIDITY PERIOD OF LICENCE

2. The import licence will be issued on CIF basis with an initial validity period of 4 months for contracting and 12 months for completing the shipments. Where however the deliveries are expected to materialise over a longer period the initial validity of the licence could be 18 months.

Within a fortnight of the receipt of the import licence, the importer should furnish to the Ministry of Finance, Department of Economic Affairs, (WE II Section), New Delhi, a photostat copy of the import licence. A copy of this should also be sent to the Controller of Aid Accounts and Audit (CAA&A), Ministry of Finance, Department of Economic Affairs, UCO Bank Building, Parliament Street, New Delhi.

ORDERING

3. Firm orders on CIF or C&F basis must be placed on the UK suppliers within a period of four (4) months from the date of issue of the import licence. Firm orders means purchase orders placed by the Indian licensee on the U.K. supplier duly supported by confirmation from the latter, or purchase contract duly signed by both the Indian importer and U.K. suppliers. The prices should generally be firm for the duration of the contract.

Whenever insurance is taken out on an Indian Company, the premium should be paid in India in Indian Rupees.

4. Extension in ordering period.—If firm orders cannot be placed within the prescribed period of 4 months, the import licence should be submitted to the licence issuing authority immediately, indicating reasons for delay in placement of firm orders and seeking extension in the period of ordering as considered necessary. Such requests will be considered by the licensing authorities who may grant extension upto a maximum period of four months. If, however, extension is sought for a period exceeding 8 months commencing from the date of issue of the import licence, such proposals will invariably be referred by the licensing authorities to the Department of Economic Affairs (WE II Section) Ministry of Finance, North Block, New Delhi, who will communicate the orders.

5. Mode of Payment.—For the purpose of payments under UK/India Sectoral Grant 1977, the imports have been divided in the following two categories :

- (i) (a) Items which are financed from the working capital of first users e.g. materials, components, spares and other consumable stores acquired other than for the purpose of increasing production capacity of the first user; (First User is the firm or organisation (other than trading organisations) which first acquires the goods and services to be provided from out of the Grant. The firm may for instance, be a manufacturer of plant equipment and components for the electricity supply industry or an enterprise of the electricity supply industry itself).
- (b) Items which are additions to a first users fixed capital e.g. plant or other goods and services acquired for the purpose of increasing the production capacity of a first user, costing less than £500,000 in foreign exchange.
- (c) All types of items required by the ultimate users like the Electricity Boards.
- (ii) Items which are additions to a first users' fixed capital, involving sterling expenditure of £500,000 or above.

Payments to the suppliers for items covered under para (i)(a), (b) & (c) can be arranged through normal banking channel by establishing letters of credit, but a special authorisation for doing so should be obtained from the Controller of Aid Accounts & Audit, Ministry of Finance, Department of Economic Affairs, UCO Bank Building, Parliament Street, New Delhi, in the manner detailed in section III(A) below.

For items covered under item (ii) above, prior approval of the Government of India and the Government of the U.K. is necessary and the procedure detailed in Section III(B) should be followed.

It should be noted that unless ordering is complete within the initial period of four months or the extended period, and the special authorisation (as indicated in the above paragraph) is obtained, the authorised dealers in foreign exchange will not permit establishment of letters of credit.

6. Indian Agent's Commission.—Any payment towards the Indian Agents' Commission should be made in Indian rupees to the Agent in India. Such payments will however, form part of the import licence and will, therefore, be charged to it.

7. Orders should be placed on cash basis and all the payments must be completed within the validity period of the import licence. Individual payments must be arranged on shipment of goods. No. Credit facility of any kind will be allowed.

II. SPECIAL POINTS TO BE INCORPORATED IN THE ORDERS/CONTRACTS OR OTHERWISE KEPT IN VIEW.

8. While placing orders/contracts which must be placed only on the suppliers in the United Kingdom (which expression in this connection, includes the Channel Islands and the Isle of Man), the licensee must ensure by a provision in the orders/contracts that the goods purchased are, or will be wholly or mainly produced or manufactured in the United Kingdom. When the contract also provides for works and services in connection with the purchase of such goods, it must similarly be ensured by a suitable provision therein, that such works and services are, or will be provided by persons ordinarily residents or carrying on business in the United Kingdom.

9. Non-UK content criteria.—(a) Import licences under the UK/India Sectoral Grant 1977 will normally be valid only for goods and/or materials procured and produced or manufactured in the United Kingdom.

(b) The Indian Importer is advised in his own interest to ascertain from the UK suppliers, beforehand, whether the proposed imports contain any non-UK element, and if so, the percentage thereof. Under no circumstances should he enter into a firm commitment or contract with a UK supplier without specifically ascertaining this point.

(c) When on such an enquiry it is revealed that the goods proposed to be imported have some non-UK element, the matter must be brought to the notice of the Ministry of Finance, Department of Economic Affairs, WE II Section, New Delhi, for confirmation whether the importer should, proceed with the prospective UK supplier. In this connection it may be mentioned that in exceptional cases non-UK element upto a limit of 20 per cent of the FOB value of the goods in a single contract may be agreed to be financed under the UK/India Sectoral Grant 1977, provided the non-UK content forms an integral part of the finished products; and the non-UK origin material cannot be used independently of the finished products, proposed to be imported. For this purpose the Indian importer should apply for a specific approval enclosing a copy of the Contract Certificate, duly signed by the UK supplier, in the prescribed form [Annexure II or Annexure II(B)—as is appropriate] to the Department of Economic Affairs (WE II Section), Ministry of Finance, North Block, New Delhi.

10. The documentation requirements mentioned in Section III and V below and the payment procedure laid down in Section IV below should be kept in view and should be appropriately incorporated in the contract.

ACCEPTANCE AND AMENDMENTS THERETO III. NOTIFICATION OF CONTRACTS, CONTRACT

(A) In respect of imports covered by para 5(i) above

11. Within a fortnight of placing of orders, the licensee should forward three copies of the contract or notification of contract (in the form attached as Annexure I) accompanied by two copies of the contract certificate [in the form attached as Annexure II or Annexure II(B) as is appropriate] duly signed by the UK supplier, to Controller of Aid Accounts & Audit in the Ministry of Finance, Department of Economic Affairs, New Delhi.

A copy of the notification of contract (Annexure I) may also be endorsed to Ministry of Finance, Department of Economic Affairs, WE II Section, New Delhi.

12. While forwarding the above documents to the CAA&A, New Delhi (as stated in para 11 above), it must be ensured by the licensee that complete number and date of the import licence and the title of the Grant (UK/India Sectoral Grant 1977) are clearly noted on the documents. The licensee must also ensure that the Identification Suffix of the import licence has been indicated on all the documents viz. the forwarding letter; the contract; the contract notification; the contract certificate, etc.

Illustration : If, for example, the identification suffix, "SEC/A/75/12(GOI)" has been allotted by the Ministry of Finance, Department of Economic Affairs, New Delhi, for a certain allocation made during the year 1975, the documents under the first import licence and the second import licence will bear the identification suffix as under :

- | | |
|----------------------------|---------------------------------|
| (i) First Import Licence— | SEC/A/75/12(GOI)/1 |
| First contract under it. | SEC/A/75/12(GOI)/1(1) |
| Second contract under it. | SEC/A/75/12(GOI)/1(2) and so on |
| (ii) Second import licence | SEC/A/75/12(GOI)/2 |
| First contract under it. | SEC/A/75/12(GOI)/2(1) |
| Second contract under it. | SEC/A/75/12(GOI)/2(2) and so |

The licensee, while forwarding the contract documents to the CAA&A, New Delhi, must give the relevant details of the number of contracts placed under the relevant import licence. The importer will be solely responsible for the accuracy of these details.

13. If at any time, a contract is amended or if liability thereunder is to be incurred for a greater or lesser amount than the amount specified in the contract certificate, the licensee should within a fortnight of the date of the amendment of the contract forward the supplementary or revised documents including copies of amendments to contracts and the revised contract certificate, to CAA&A in order to enable him to notify the same to the UK Government.

14. If, the contract is with the Indian Agent of the UK supplier, it should indicate the name of the UK supplier to whom payment is to be made for the sterling portion of the contract which alone will qualify for payment under the Grant. Copies of such contracts (of contracts placed by Indian Agent with the UK supplier, if there are such separate contracts) should be sent as prescribed above.

(B) In respect of imports covered by para 5(ii) above.

15. Within a fortnight of placement of the contract, the licensee should forward four copies of the contract or notification of contract (in the form attached as Annexure I) accompanied by five copies of the contract certificate [in the form attached as Annexure II or Annexure II(B)] (as may be appropriate) duly signed by the UK supplier to CAA&A, New Delhi. A copy of Annexure I should also be endorsed to Ministry of Finance, Department of Economic Affairs, (WE II Section), New Delhi.

Note : As no L/C can be established or payments made to the suppliers unless the contract is duly approved by the UK Government, it is imperative for the licensee to ensure that copies of contract/notification of contract along with contract certificate, duly signed by the UK supplier are forwarded to CAA&A at the earliest.

16. While forwarding the above documents (para 15 above), it must be ensured by the licensee that the number and date of the import licence, the title of the Grant are clearly noted on the documents. The licensee must also give the identification suffix in each contract against the import licence (please see illustration under para 12 above).

17. The CAA&A will arrange through the Chief Accounting Officer, High Commission of India, London (CAO, London) to file a set of the documents to the UK Government for obtaining their approval and acceptance of the payments under the contract being made out of the UK Grant. As soon as possible, after the decision of the UK Government is known, the CAO London will inform the UK supplier as also the licensee direct, under advice to the Ministry of Finance (CAA&A).

18. If, at the time, a contract (being a contract in respect of which acceptance of the UK Government has been obtained or is pending) is amended, or if liability is to be incurred thereunder for a greater/lesser amount than the amount specified in the contract certificate, the licensee should forward the supplementary or revised documents, copies of amendments to the contract and the revised contract certificate to CAA&A, in order to enable him to notify the same to the UK Government for obtaining their acceptance. As soon as acceptance of the amendment to the contract is received from the UK Government the CAO London will inform the licensee and the Ministry of Finance (CAA&A) in the same manner as for the original contract.

19. If the contract is with the Indian Agent of the UK Supplier, para 14 above should also be complied with.

IV. PAYMENT TO THE UK SUPPLIERS—LETTER OF CREDIT PROCEDURE

20(a) The licensee should, while forwarding the documents vide Section III(A), or after the receipt of intimation regarding approval of the contract by the UK Government (vide para 17), apply to CAA&A, New Delhi for a letter of authorisation to any authorised bank dealing in foreign exchange for opening a letter of credit in favour of the UK supplier with one of the correspondent banks in the UK. The request for the letter of authorisation should be in the form set out at Annexure III, accompanied by a photostat copy of the import licence for verification of the exchange rate.

(b) In the case of contracts covered by Section III(B) the importer should also enclose the Bank Guarantee (in the form given in Annexure IV) obtained from the authorised dealer in foreign exchange. The Bank Guarantee should be for an amount representing the rupee equivalent of the sterling amount for which the Letter of Authority/Letter of Credit is required to be issued plus interest and other charges as mentioned in Annexure IV. The rate of conversion shall be at the exchange rate notified by the Department of Revenue and Banking and prevailing on the date of issue of the import licence as per para 2 of the Public Notice No. 78-ITC(PN)/74 dated 6-6-74 issued by the CCI&E. This rate is meant only for the purpose of arriving at the value of the Bank Guarantee to be furnished by the Licensee. For the purpose of making rupee deposits into Government account towards the cost of imports, the rupee equivalent will have to be worked out in accordance with the method prescribed in Public Notice No. 8-ITC(PN)/76 dated 17-1-76 or as may be notified by Government from time to time in future.

Note: No Bank Guarantee is required from public sector projects. In such cases the letters of credit will be opened through any branch of the State Bank of India (including its subsidiaries) or any Branch of any of the Nationalised Banks.

21. If the application is found to be in order, the CAA&A in the Ministry of Finance, Department of Economic Affairs, New Delhi will issue a letter of authorisation for the requisite amount to the Indian Exchange Bank concerned. In either of the cases whether falling under Section III(A) and III(B) the letter of Authorisation will refer to the identification suffix of the contract/purchase order, which should figure in the letter of credit to be opened and on all the documents to be furnished under the letter of credit. In the case of contracts covered by Section III(B) above, the Contract Approval number of the UK Government will also be incorporated in the Letter of Authority and Letter of Credit. The CAA&A will also advise the UK Bank and the CAO London suitably about the Letter of Authority issued. The advice to the UK Bank will, however, be sent to the Indian Exchange Bank concerned, along with a copy of the letter of authorisation, who would, in turn transmit it to the UK Bank while opening the letter of credit.

22. The letter of credit should be opened within a period of one month from the date of issue of the letter of authorisation, failing which the authorisation will lapse.

23. The letter of credit should detail the conditions to which the license is subject; should provide for payment to the UK supplier on submission of all the documents detailed in Section V below; should contain adequate instructions regarding the despatch of documents after payment and should be opened subject to the condition that the Corresponding

Bank in UK would, after making payments to the beneficiaries initially out of their own funds, obtain reimbursement from the concerned Bank in India in case covered by Section III(A) or from the State Bank of India London through the CAO London [in cases covered by Section III(B)]. The Indian Exchange Bank's instructions regarding the opening of letter of credit must accord completely with the authorisation issued by the Ministry of Finance. There should be no discrepancies in any respect. The letter of credit should contain the superscription "UK/India Sectoral Grant 1977", the I/L No. and date, the Identification Suffix and where necessary the UK Government's contract approval number.

24. While opening letter of credit, the Authorised Exchange Bank in India should, on behalf of the importer, take care to incorporate necessary conditions in the letter of credit and ensure that the documentation requirements are noted and complied with by the UK supplier.

25. If a letter of authorisation already issued is to be amended on account of enhancement in the import licence value, the request of the importer should be accompanied by the import licence or photostat copy thereof, showing the exchange rate applicable for the amount of increase in import licence value.

V. DOCUMENTATIONS

26. The importer is responsible to see that the UK supplier completes and submits and documents detailed below to the UK Bank at the time of claiming payment for the goods supplied:

- (i) The original invoice, with four photo copies or copies by any other process. [The invoice should show the name and address of the importer, quantity and detailed description of each item supplied, the basis of delivery (C&F or CIF) and the sterling cost of any incidental services including delivery services or marine or transportation insurance].
- (ii) One copy (or photostat) of Ocean of charter Bill of Lading or airway Bill or parcel post receipt. (The Bill of Lading should either indicate or be accompanied by the carriers statement of charges in whatever currency it is paid).
- (iii) Four copies of the payment certificates in the form given as Annexure V [not required in respect of contracts for which contract certificate (chemicals) in the form given as Annexure II(B) has been provided]. For this purpose five blank forms of the payment certificate in the prescribed form should be attached to the letter of credit for completion by the supplier at the time of obtaining payment.
- (iv) Three copies of the contract certificate prescribed in Annexure II or Annexure II(B).

Each of the above documents must show the Grant title, the identification suffix, the details of import licence, and the particulars of the letter of credit authorisation issued by the Ministry of Finance. (The Bill of lading may not carry the details of import licence, if it is not found possible to mention these details by the clearing agents).

27. After the payment is made to the UK supplier, the UK Correspondent Bank will send by fast air mail the original negotiable set of documents to the Indian Bank concerned.

28. (a) For cases, falling under Section III(A), the Indian Bank will reimburse the UK Bank by remittance, the payments made by it to the UK suppliers along with the bank charges. The recovery of corresponding rupee equivalent by the Indian Bank from the importer for such foreign exchange remittances will be as per the arrangements agreed to between them. The UK Bank should also send a non-negotiable copy of the completed payment certificate of CAA&A, New Delhi.

For cases, falling under Section III(B), the Indian Bank, would on receipt of documents, remit the Bank charges to the UK Bank and recover the same from the importer.

(b) The UK Bank will, in cases covered under Section III(B), simultaneously claim reimbursement from the CAO London and for this purpose will submit all the documents. The CAO London will arrange payments to the UK Bank through the State Bank of India London.

VI. INDIAN BANK'S RESPONSIBILITY TO ENABLE THE GOVERNMENT OF INDIA TO OBTAIN REIMBURSEMENT UNDER THE UK GRANT/FOR RUPEE DEPOSITS.

(a) In cases coming under Section III(A)

29. After reimbursing the UK Bank of the sterling payments made by it to the UK suppliers along with the bank charges [see para 28(a)] the Indian Bank should, within 7 days, send the necessary documents to CAA&A, New Delhi to enable the Govt. of India to obtain reimbursement under the UK Grant. The documents to be furnished are :—

- (i) Contract certificate in the form set out in the Annexure II or Annexure II(B), as is appropriate, duly signed by the UK suppliers and a copy of the relevant letter of credit.
- (ii) Payment certificate in the form given in annexure V duly signed by the UK supplier.
- (iii) The invoice and Bill of Lading as mentioned in Section V. Where there is more than one payment to be made to the UK supplier under a contract, the contract certificate and a copy of the letter of credit need be supplied only for the first payment. For the subsequent invoices need to be sent to the CAA&A, New Delhi, but the identification suffix in the relevant contract certificate and the letter of credit should be quoted.

(b) In the cases coming under Section III(B)

30. Within seven (7) days of the receipt of the advice of payment along with a shipping documents from the UK Correspondent Bank, the Indian Exchange Bank concerned shall collect from the importer the cost of imports in rupees at the "composite rate of exchange" [see para 20(b) above] plus interest charges at the rate notified in Public Notice No. 46-ITC(PN)/76 dated 16-6-1976, for the period from the date of payment to the UK suppliers by the UK Bank to the date of deposit of the rupee equivalent into the Government account (both days inclusive). The instructions in this regard contained in Reserve Bank of India, Bombay, AD Circular No. 22 of 18-6-1977, should be strictly adhered to.

31. Deposit of Rupee Equivalent.—The amount referred to above should be deposited by the Indian Bank to the credit of the Government of India in the Reserve Bank of India, New Delhi or the State Bank of India, Tis Hazari Branch, Delhi or if this is not feasible, should be remitted by means of a Demand Draft drawn on and in favour of the State Bank of India, Tis Hazari Branch, Delhi. Rupee deposit should be made in the revised form of the treasury Challan, Published as annexure to Public Notice No. 74-ITC(PN)/74 dated 31-5-1974 as amended vide Public Notice No. 103-ITC(PN)/76 dated 12-10-1976. Thereafter the treasury challan evidencing the deposit should be sent by Registered Post to the CAA&A, New Delhi indicating references to and enclosed copies of the invoice shipping documents and the Authorisation of that Department to which the transaction relates.

The Indian Bank concerned shall also arrange to deposit in the same manner such additional amounts on account of service charges as may be demanded by the Government of India within 7 (seven) days after such demand.

The licensee should also fill in, in duplicate, the Form 'S', incorporated as Annexure II to Public Notice No. 184-ITC(PN)/68, dated 30th August 1968 and present the same to their bank while arranging for rupee deposits in accordance with the procedure prescribed in the said Public Notice.

32. Head of Account for Rupee Deposit.—The amounts including interest charges to be deposited to the Credit of Government of India shall be creditable under the following Head of Account :

"K—DEPOSITS AND ADVANCES—843 CIVIL DEPOSITS—DEPOSITS FOR PURCHASE ETC. ABROAD—DEPOSITS UNDER UK/INDIA SECTORAL GRANT 1977".

Accounts Officer and the Controller of Aid Accounts and Audit, New Delhi shall be shown as the Accounts Officer who will adjust these credits.

33. Release of Bank Guarantee.—After the obligations in terms of the Bank Guarantee and the Letter of Credit

Authorisation issued by the Ministry of Finance are fulfilled, the Indian Bank concerned can apply to the CAA&A, New Delhi for the release of the Bank Guarantee. The application should be made by the Indian Bank concerned (not by the importer) and should be in the form laid down as Annexure VI.

VII. REPORT ON THE UTILISATION OF THE IMPORT LICENCE

34. Reporting.—A quarterly report, in the form attached as ANNEXURE VII showing the utilisation status of the licence should be furnished on the 15th of month following the quarter to which it relates to the Ministry of Finance, Department of Economic Affairs (WE II Section), New Delhi with a copy to the Controller of Aid Accounts & Audit, Ministry of Finance, Department of Economic Affairs, UCO Bank Building, New Delhi.

VIII. MISCELLANEOUS

35. Refunds from UK Suppliers.—If any money is received by the licensee from the UK suppliers or a Guarantor (insurance company etc.) as a refund or in settlement of insurance claim or otherwise, such amounts should be refunded by the supplier to the concerned correspondent bank in the U.K. (from which the payment was initially made to the U.K. supplier) with the instructions to refund the amount immediately, in turn, to CAO London for crediting to the Grant Account. After the Grant Account is so credited, an equivalent amount in rupees will be arranged to be refunded to the importer by the Ministry of Finance, upon receipt of a claim therefore from the importer. If any refund is received after the closure of the loan, the same will have to be made by the supplier direct to the importer.

36. Reporting of Refunds.—As and when any such refund is received, a report thereof should be made to the Ministry of Finance with a copy to the CAA&A; in the form set out on Annexure VIII.

NOTIFICATION OF SPECIAL CONDITIONS PROVISIONS TO SUPPLIER

37. The licensee should apprise the Supplier of any special provisions in the import licence which may affect the suppliers in carrying out the transaction.

DISPUTES

38. It should be understood that the Government of India will not undertake any responsibility for disputes, if any, that may arise between the licensee and the suppliers.

FUTURE INSTRUCTIONS

39. The licensee shall promptly comply with any directions, instructions or orders issued by the Government regarding any and all matters arising from or pertaining to the import licence and for meeting all obligations under this grant Agreement.

BREACH OR VIOLATION

40. Any breach or violation of the conditions set forth in the above clauses will result in appropriate action under the imports and Exports (Control) Act 1947 and the orders issued thereunder.

IX. LIST OF ANNEXURES

1. Annexure I Notification of Contract.
2. Annexure II Contract Certificate.
3. Annexure II(B) Contract Certificate (Chemicals).
4. Annexure III Form of application for letter of Credit Authorisation.
5. Annexure IV Form of Bank Guarantee.
6. Annexure V Payment Certificate.
7. Annexure VI Form of application for the release of Bank Guarantee.
8. Annexure VII Form for reporting Ordering and Utilisation of the Import Licence
9. Annexure VIII Form of reporting Refunds.

ANNEXURE I

UNITED KINGDOM/INDIA SECTORAL GRANT 1977

NOTIFICATION OF CONTRACT

To:

The Crown Agents for Oversea Governments and Administration

4 Millbank,

London SW1.

Notification of Contract No.

Identification Suffix,

The following are details of a contract under which it is proposed that payments shall be made in accordance with the terms and conditions of the above grant.

1. Name and address of
United Kingdom Contractor:
2. Date of Contract:
3. Name of Indian Purchaser:
4. Short description of goods
and/or works or services:
5. Value of Contract : £
6. Terms of Payment :

Signed on behalf of the Government of India

Date

ANNEXURE II

UNITED KINGDOM/INDIA SECTORAL GRANT 1977

CONTRACT CERTIFICATE

Particulars of Contract

1. Date of Contract
2. a. Contract No.
b. Identification Suffix

3. Description of goods or services to be supplied to the purchaser.
(If a number of items are to be supplied, a detailed list should be appended to this certificate)

4. Total contract price payable by purchaser (state CIF, C & F or FOB) £.

IF GOODS ARE TO BE SUPPLIED THE FOLLOWING SECTIONS MUST BE COMPLETED

(If the contractor is exporting agent only, the information requested should be obtained from manufacturer)

5. Description of goods to be supplied Price £ UK TARIFF/TRADE CODE NO.
to Purchaser

6. Estimated % of the FOB value of the goods not originating in the United Kingdom, but purchased by the Contractor directly from abroad, i.e. % of imported raw material or components used in manufacture.

a. % FOB value

b. Description of items and brief specifications

7. If any raw material or components used originated from abroad, eg copper, asbestos, cotton, wood pulp, etc. but have been purchased in the United Kingdom by the contractor for this contract, specify:—

a. % FOB value

b. Description of items and brief specifications

IF SERVICES ARE TO BE SUPPLIED THE FOLLOWING SECTION SHOULD ALSO BE COMPLETED

8. State the estimated value of any work to be done or services performed in the purchaser's country by

a. Your firm (site engineers, charges, etc.)

b. Local contractor

9. Qualifying remarks as necessary in respect of paragraphs 6, 7 or 8 above.

10. I hereby declare that I am employed in the United Kingdom by the Contractor named below and have the authority to sign this certificate. I hereby undertake that in performance of the contract no goods or services which are not of United Kingdom origin will be supplied by the Contractor other than those specified in paragraphs 6, 7, 8 and 9 above.

Signed

Position held

Name and Address

of Contractor

Date

Note: For the purpose of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

Contractors should note that goods should not be manufactured until acceptance has been notified.

FOR OFFICIAL USE ONLY

PAYMENTS

Name or number of Project.....			Date		PA Amount No Initials	
Amount committed	Date of Entry	Acceptance				
			Date	Initials		

ANNEXURE II(B)

UNITED KINGDOM/INDIA SECTORAL GRANT 1977

CONTRACT CERTIFICATE FOR CHEMICALS AND ALLIED PRODUCTS ONLY

1. Date of Contract..... Contract No..... Import Licence No..... Date.....
Identification Suffix.....

2. Description of Product(s) to be supplied to Purchaser (Note A)	£Price	UK Tariff Classification No. (Note B)	Is the product of UK origin (See note C) State 'Yes' or 'No'	
.....				
.....				
.....				

3. Total (Estimated) Contract Price payable by Purchaser in Sterling— £

4. (Declaration) I hereby declare that I am employed in the United Kingdom by the contractor named below and have the authority to sign this certificate, and that the above information is correct.

Date.....

Signed.....
Position held.....
Name and address of contractor.....

NOTES

A. This form is only to be used for chemical and allied products, most of which are covered by the appropriate sub-headings of Chapters 15, 25, 26-36, and 37—40 of the UK Tariff.

B. SEE:—

(i) HM Customs and Excise Tariff HMSO

(ii) Classification of Chemicals in Brussels Nomenclature HMSO

C. (i) A product is regarded as of 'UK origin' if made either wholly from indigenous UK materials OR according to the appropriate EFTA qualifying process using imported materials wholly or in part.

(ii) The EFTA qualifying processes are set out in Schedule I of the 'EFTA compendium for the Use of Exporters', HMSO.

(iii) For the purposes of this declaration it is to be emphasised that the 'Alternative Percentage criterion' DOES NOT APPLY.

(iv) The words "Area Origin" where they appear in the above Schedule must be taken to mean "UK Origin" only.

(v) For the purposes of this declaration, the "Basic Materials List" (Schedule III of the EFTA Compendium) does not apply.

(vi) If a qualifying process is not listed for the materials in question, advice should be sought from the Crown agents for Oversea Governments and Administrations, 4 Millbank, London SW1.

d. For the purpose of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

ANNEXURE III

FORM OF APPLICATION FOR LETTER OF CREDIT AUTHORISATION

Identification Suffix.....

To

The Controller of Aid Accounts & Audit,
Economic Aid Accounts Section,
Ministry of Finance,
Department of Economic Affairs,
United Commercial Bank Building,
Parliament Street,
New Delhi.

Subject:—Import of.....—from U.K. under UK/India
Sectoral Grant 1977.

Sir,

In connection with the import of.....—from UK against the above UK/India Sectoral Grant 1977, we furnish the following particulars to enable you to issue us authorisation for opening a Letter of Credit through our bankers on the U.K.
Bank designated by you:—

(a) Particulars of Import licence.

Full No. & Date.....Value (Rs.).....Date upto
which valid.....

- (b) Sterling value of licence.
(Calculated at the rate of exchange indicated in the import licence by the licensing authorities).
- (c) Progressive Sterling value of the orders already placed for which L/As have been obtained (A Statement of LA nos & Sterling amount to be enclosed).
- (d) Sterling value of the orders placed for which authorisation is required specifying the name and address of the UK supplier/suppliers and the amount/s of authorisation required separately against each supplier (copy of orders placed and UK suppliers' acceptance thereof to be attached).
- (e) Name of UK Correspondent Bank on whom the Letter of Credit is to be established.
- (f) Name of the Indian Bank which has furnished the Bank Guarantee and which will open the Letter of Credit in cases where section III(B) of this Public Notice is applicable.
- (g) Name of the Indian Bank which will open the Letter of Credit in cases where no Bank Guarantee is required.

The Bank Guarantee furnished by _____ and which has been duly adjudicated by the Collector

(Name of Bank)

in accordance with the provisions of section 31 of the Stamped Act, 1899, is attached.

Yours faithfully,
(Signature of Licensee & full address).

Note:—Item(f) is not applicable to cases falling under Section III(A)

ANNEXURE IV FORM OF BANK GUARANTEE

To

The President of India,
Through Secretary to the Govt. of India,
Ministry of Finance,
Department of Economic Affairs,
New Delhi.

Sir,

In consideration of the President of India hereinafter referred to as 'the Government' having agreed to arrange for payment in foreign currency of the price of goods to be imported by

- 1.* (i) individual/partners
- (ii) working under the name
- (iii) and style of M/s _____ name(s) & address(s).

*Messrs. a company having its registered office at in the State of hereinafter referred to as the Importers' under Import Licence No. dated granted for Rupees, we, hereby guarantee that we shall arrange deposit to the credit of the Government in the Reserve Bank of India, New Delhi/State Bank of India, Tis Hazari Branch, Delhi or by means of Demand Draft Drawn on and in favour of State Bank of India, Tis Hazari Branch, Delhi (for Credit to the Central Government Account) to be forwarded to the said Tis Hazari Branch:—

- (i) Within seven days of the receipt of advice of payment with shipping documents, from the UK Banks, of rupee equivalent of the invoiced price representing the sterling disbursements made by the UK Banks, under the letter of credit authorisation issued by Ministry of Finance, at the composite rate of exchange prescribed for this purpose by the C.C.I. & E., vide Public Notice (No. 15-ITC(PN)/72 dated 28-1-72 read with Public Notice No. 108-ITC(PN)/72 dated 21-7-72 and) No. 8-ITC(PN)/76 dated 17-1-76 or as notified from time to time through subsequent Public Notice or by the Reserve Bank of India through Exchange Control Circulars to the Authorised Dealers in foreign exchange, alongwith interest thereon at 9 per cent per annum for the first 30 days and at 15% for the period in excess of 30 days from the date of payment to UK suppliers to the date of deposit of rupee equivalent and UK bank charges (both dates inclusive), as notified in Public Notice No. 46-ITC(PN)/76 dated 16-6-76.
- (ii) Within seven days of the demand by the Government of such additional amount as may be demanded by the Government as being due on account of service charges.

2. We _____ undertake to pay to the Government on demand and without demurrage such sum not exceeding _____ rupees (plus interest and service charges as aforesaid) as may be demanded by the Government in the event of the importers failing or neglecting to make any of the above mentioned said payments and the decision of the Government as to such failure or neglect on the part of Importers and as to the amount payable to the Government by us hereunder shall be final and binding on us.

3. We _____ agree and undertake not to release shipping documents to the Importers until after the rupee equivalent as aforesaid and the other dues, if any, as demanded by Government are deposited to the credit of the Government.

4. We, _____ agree and undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

5. The guarantee herein contained shall not be affected by any change in the constitution of the Importers or of our Bank.

6. The Government shall have the fullest liberty without affecting this guarantee to vary any of the terms of the Import licence detailed above or to extend the time for payment by the Importers from time to time or to postpone for any time and from time to time any of the powers exercise by the Government of the liberty with reference to the amount of aforesaid or any reason of any such variation or extension of time being given to the Importers of any forbearance, act or omission on the part of the Government of any indulgence by the Government to the importer or by any of the matters or things whatsoever which under the law relating to sureties shall but for this provision have the effect of so releasing us _____ Bank from our such liability.

Yours faithfully,

Place _____

Date_____

* Strike out which is not applicable.

**** This date shall be arrived at by adding one month to the date by which all payments are expected to be finalised.**

Identification Suffix

UNITED KINGDOM/INDIA SECTORAL GRANT 1977
PAYMENT CERTIFICATE

I hereby certify that

(i) the payments referred to in the invoices listed below, which or copies of which accompany this payment certificate have been made or fall due and are due to be made in respect of Contract No. dated between the contractor named below and (purchaser) and are in accordance with the particulars of this contract notified in the contract certificate signed on behalf of the said contractor on

Contractor's Invoice No.	Date	Amount £	Short description of goods works and/or services
--------------------------	------	----------	--

(ii) The amounts specified in paragraph i, do not include any additional foreign content to that declared in Paragraph 5, 6, or 7 of the contract certificate.

(iii) I have the authority to sign this certificate on behalf of the Contractor named below.

Signed.....
Position held.....
For and on behalf of.....
Name and Address of Contractor.....
Date.....

Note:—For the purpose of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

ANNEXURE VI
FORM OF APPLICATION FOR RELEASE OF BANK GUARANTEE

Identification Suffix.....

To

The Controller of Aid Accounts & Audit,
Ministry of Finance,
Department of Economic Affairs,
United Commercial Bank Building,
Parliament Street,
New Delhi.

Sir,

We are furnishing below detailed information on the rupee deposit made by us in discharged of our obligations under Bank Guarantee No.....dated.....for an amount of Rs.....with the request that the same may be released and returned to us.

1. The name and full address of the importer/licensee on whose behalf the bank guarantee was furnished.
2. The Import Licence No. Date value and brief description of the commodities allowed for import thereunder.
3. Particulars of the authorisation(s) for opening Letters of Credit obtained from the Ministry of Finance.
 - (a) Letter No. and Date.
 - (b) Amount of authorisation.
 - (c) U.K. Grant.

4. Particulars of Imports and rupee deposits made (to be given separately for each Letter of Credit Authorisation).
- Particulars of Letters of Credits opened (No., date value and the supplier's name).
 - Invoice No. and date relative to each Letter of Credit.
 - Amount of Invoice (net in sterling).
 - Amount of rupee deposit.
 - Relative challan No. and date and the name of Treasury/Bank.
 - If by demand draft, No. and date of the demand draft and the No. and date of the Letter with which the draft was sent to the State Bank of India, Delhi.
5. Amount utilised and balance unutilised (sterling) in each Letter of Credit Authorisation.
- II. We certify that :
- *That balance amount of £.....available in the authorisation(s) given by the Ministry of Finance has not been utilised/will not be utilised.
- OR
- No letter of credit was opened under the authorisation(s) and the authorisation(s) lapsed.
- OR
- The letter of credit was opened against the authorisation letter(s) expired unutilised and
- Our obligations under the back guarantee in question have been duly discharged.
- III. We request that the bank guarantee may please be released and returned to us for cancellation.

Yours faithfully,

Authorised Agent for and on behalf of the Bank

*Whichever is applicable.

ANNEXURE VII (FORM OF UTILISATION REPORT)

UNITED KINGDOM/INDIA SECTORAL GRANT 1977

Identification Suffix.....

- report to be sent for each quarter i.e. April—June
July—September
October—December
January—March
by the 15th of the month following the quarter).
- report to be furnished separately for each licence (both in Rs. and £s.).
 - Name of the importer (Licensee).
 - Complete No. and Date of Import Licence.
 - Value of the import licence.
 - Date and value of the firm orders placed against the above licence and phasing of the balance ordering.
 - Whether the contract documents have been sent to CAA & A in accordance with the relevant stipulation in the licensing conditions (No. and date of communication to be quoted).
 - Details of the value of Letters of credit opened in favour of the UK suppliers.
 - Phasing of payments :
 - Actual payments made :
 - October 77—December 77.
 - January 78—March 78.
(and so on)
 - Estimate of payments to be made :
 - April 1978—June 1978.
 - July 1978—September 1978.
 - October 1978—December 1978.
 - January 1979—March 1979.
(and so on)
 - Indicate specifically the portion of the licence not covered by firm orders and is thus surrendered.

Signature

Address

ANNEXURE VIII

Report showing details of refunds received from supplier/Shippers/insurers (towards settlement of claims for short landings, damages etc.) in respect of imports from the U.K. under UK/India Sectoral Grant 1977.

Identification Suffix No.....

(only for claims settled in £ sterling)

1. Name of importing firm.
2. Particulars of U.K. Grant.
3. No. and date of the import licence.
4. Value of import licence.
5. Amount of refund received.
6. Nature of refund (give brief details).
7. Reference to the relative documents under which payment was made initially to the UK suppliers (indicate name of Indian Bank and reference to their letter No. and Date forwarding the documents to the Ministry of Finance).
8. Whether or not refunds received are to be utilised for replacement of goods, if not confirm that amount has been actually received and encashed into rupees.
9. Remarks.

Signature of the authorised office of the importing firm.

[Issued from File No. IPC/39/16/77]

K. V. SESHADRI, Chief Controller of Imports and Exports.